

These Terms and Conditions govern the use of the Emerald Worldwide website, and any services contained within this site. The information, products and services provided on this site are in furtherance of Emerald Worldwide's. By using this site, you acknowledge that you have read these Terms and Conditions, including the Disclaimers and Limitation on Liability, and that you accept and will be bound by the terms hereof.

1. Disclaimers and Limitation on Liability.

(A) DISCLAIMER OF WARRANTIES. THE CONTENTS OF THIS SITE ARE PROVIDED "AS IS" AND EMERALD WORLDWIDE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. EMERALD WORLDWIDE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(B) DISCLAIMER OF ACCURACY. EMERALD WORLDWIDE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. THIS SITE COULD CONTAIN TYPOGRAPHICAL ERRORS OR TECHNICAL INACCURACIES. EMERALD WORLDWIDE RESERVES THE RIGHT TO ADD TO, CHANGE OR DELETE ITS CONTENT OR ANY PART THEREOF WITHOUT NOTICE. ANY PRICE OR AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ADDITIONALLY, THIS SITE MAY CONTAIN INFORMATION PROVIDED BY THIRD PARTIES. EMERALD WORLDWIDE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, TRUTH, QUALITY, SUITABILITY OR RELIABILITY OF SUCH INFORMATION. EMERALD WORLDWIDE IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES CONTAINED IN ANY INFORMATION PROVIDED BY SUCH THIRD PARTIES. USE OF THE INFORMATION ON THIS SITE IS VOLUNTARY AND RELIANCE ON IT SHOULD ONLY BE UNDERTAKEN AFTER YOU HAVE INDEPENDENTLY VERIFIED ITS ACCURACY, COMPLETENESS AND TIMELINESS.

(C) LIMITATION ON LIABILITY. NEITHER EMERALD WORLDWIDE NOR ANY OF ITS MEMBERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR ANY INFORMATION, PRODUCTS OR SERVICES CONTAINED HEREIN EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, ATTORNEYS FEES, LITIGATION COSTS, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, EVEN IF EMERALD WORLDWIDE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO CLAIMS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THIS SITE AND WILL NOT MAKE ANY CLAIM AGAINST EMERALD WORLDWIDE FOR VIRUSES, LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE MATERIALS. ALL RESPONSIBILITY FOR VIRUSES CONTAINED WITHIN THE SITE OR ELECTRONIC FILES ON THE SITE ARE DISCLAIMED.

(D) LIMITATION ON LIABILITY OF COPYRIGHT HOLDERS. COPYRIGHT HOLDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME, PROFIT OR GOODWILL OR DAMAGE TO PROPERTY ARISING OUT OF ANY USE OF THE MATERIALS OR PERFORMANCE OR IMPLEMENTATION OF THE CONTENTS THEREOF.

2. Links to other Sites

This site may contain links to other Internet sites. Such sites are not under the control of EMERALD WORLDWIDE, and EMERALD WORLDWIDE is not responsible for the contents or accuracy of any linked site. Links to other sites do not imply EMERALD WORLDWIDE's endorsement, sponsorship, or approval of the information, products or services on such sites. Your linking to other sites is entirely at your own risk.

3. Input

EMERALD WORLDWIDE prohibits the posting of any defamatory, abusive, profane, threatening, offensive, anticompetitive, or illegal statements, information or materials on this site and will not be responsible for any such statements, information or materials or resulting liability. If you transmit any information of any kind (including software) to this Web site, you represent, warrant, and agree that you have the unhindered right to do so, that such information does not infringe the copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights of any other person or company, that such information is not confidential or proprietary to you or any other person or company, and that such information does not injure any other person or company. You agree not to post any language or information that is solely for commercial purposes, that constitutes spam or chain mail, or that endorses or opposes a candidate, political party or other partisan position. You understand and agree that EMERALD WORLDWIDE may copy, distribute, modify, display, disclose, obtain intellectual property protection in its own name for, or otherwise use any language or information transmitted or posted to the site (and any ideas embodied therein), and may manufacture, use, and sell products, methods, and processes made therefrom, without restriction, in any way it chooses anywhere in the world, free of charge to EMERALD WORLDWIDE and without acknowledgment of authorship or source. EMERALD WORLDWIDE shall not be liable for any compensation, claims, or damages resulting from any use of any such information, and you agree to defend and hold EMERALD WORLDWIDE harmless with respect to any such compensation, claims, or damages, including attorney's fees.

4. Export Restrictions

You agree to comply strictly with all U.S. Export Administration laws and regulations and you further agree that none of the products, services or information on this site will be provided, directly or indirectly, to any proscribed or embargoed countries or their nationals, unless authorized by the U.S. government. Any provision of such products, services or information contrary to U.S. law is strictly prohibited.

5. Applicable Law and Venue

Any action, proceeding, dispute, claim or controversy arising out of or relating to this Site or these Terms and Conditions shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, actions, proceedings and disputes arising out of this Agreement shall be commenced exclusively in Virginia, and all parties consent to personal jurisdiction in Virginia.

6. Complete Agreement

These Terms and Conditions constitute the entire and only agreement between EMERALD WORLDWIDE and any viewer of this site, and supersedes any prior, contemporaneous, conflicting or additional communications, representations, warranties or understandings with respect to this site and the information on this site. EMERALD WORLDWIDE reserves the right to terminate access to any user who does not abide by these Terms and Conditions.

7. Indemnification

You agree to defend, indemnify, and hold harmless EMERALD WORLDWIDE, its officers, directors, employees, members, agents and affiliates from and against any claims, actions or demands, including without limitation reasonable attorneys fees, alleging or resulting from your breach of these Terms and Conditions.

8. Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Once the user closes their browser, the cookie simply terminates. If a user rejects the cookie, they may still use our site. The only drawback to this is the user will be limited in some areas of our site.

9. Log Files

We may use IP addresses to analyze trends, administer the site, track users' movements, and gather broad demographic information for aggregate use.

10. Orders

We request information from the user on our order form. Here a user must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill customer's orders. If we have trouble processing an order, this contact information is used to get in touch with the user.

11. Security

This website takes every precaution to protect users' information. When users submit sensitive information via the website, your information is protected both online and off-line.

When our registration/order form asks users to enter sensitive information (such as credit card number), that information is encrypted and is protected with the best encryption software in the industry - SSL. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just 'surfing'.

While we use SSL encryption to protect sensitive information online, we also do everything on our power to protect user-information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifiable information. ALL employees are kept up-to-date on our security and privacy practices. If you have any questions about the security at our website, you can send an email to *info@emeraldworldwide.com*

12. Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealing with this Web site, you can contact webmaster@EmeraldWorldwide.org.